

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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TROY SHORTER,

Plaintiff,

-against-

THE CITY OF NEW YORK, POLICE COMMISSIONER
RAYMOND W. KELLY, DEPUTY INSPECTOR
WILLIAM AUBRY, INSPECTOR BOYCE, CAPTAIN
SPRAGUE, LIEUTENANT DELEON, LIEUTENANT
MALONEY, SERGEANT GLASSBERG, POLICE
OFFICER RODRIGUEZ, POLICE OFFICER BALBONI,
POLICE OFFICER APONTE, POLICE OFFICER
POWERS, POLICE OFFICER DEJESUS, KENNY
RIVERA, POLICE OFFICERS JOHN DOE #1-3,

Defendants.
-----X

**STIPULATION AND
ORDER OF
SETTLEMENT AND
DISCONTINUANCE**

07 CV 4793 (LAK)

**USDS SDNY
DOCUMENT
ELECTRONICALLY FILED**

DOC #: _____
DATE FILED: 8/14/08

WHEREAS, plaintiff commenced this action by filing a complaint, on or about
June 5, 2007, alleging violations of his state and federal rights; and

WHEREAS, defendants have denied any and all liability arising out of plaintiff's
allegations; and

WHEREAS, defendants served plaintiff Troy Shorter with a Rule 68 Offer of
Judgment on or about May 23, 2008; and

WHEREAS, plaintiff accepted defendants' Rule 68 Offer of Judgment on June 4,
2008;

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by
and between the undersigned, as follows:

1. The above-referenced action is hereby dismissed, with prejudice, and without costs, expenses, or fees in excess of the amounts specified in paragraphs "2" through "4" below.

2. Defendant City of New York hereby agrees to pay plaintiff TROY SHORTER the sum of Fifteen Thousand and One Dollars (\$15,001.00) in full satisfaction of all claims against defendants. In consideration for the payment of the sum of Fifteen Thousand and One Dollars (\$15,001.00), plaintiff agrees to dismissal of all the claims against all defendants, and to release all defendants, RAYMOND KELLY, WILLIAM AUBRY, JOHN SPRAGUE, ARMANDO DELEON, KEVIN MALONEY, DAVID GLASSBERG, DAVIE RODRIGUEZ, MARCO BALBONI, EMILIO APONTE, PATRICIA POWERS, PABLO DEJESUS, KENNY RIVERA, ROBERT BOYCE, MATTHEW REICH, IVELISSE RODRIGUEZ, PHILLIP ATKINS, PETER AUERBACH and THE CITY OF NEW YORK, any present or former employees or agents of the City of New York and the New York City Police Department from any and all liability, claims, or rights of action arising from or that could have arisen from and contained in the complaint in this action, including any and all claims that could be brought, by plaintiff or by plaintiff's present or former counsel, for costs, expenses and attorneys fees.

3. Defendant City of New York shall pay to plaintiffs' counsel, Stoll, Glickman & Bellina, LLP, the sum total of Eight Thousand Two Hundred Nineteen Dollars and Eighty-Six Cents (\$8,219.86) in full satisfaction of all claims for plaintiff's attorney fees, expenses and costs. In consideration of payment in the amount of Eight Thousand Two Hundred Nineteen Dollars and Eighty-Six Cents (\$8,219.86) by the City of New York, plaintiff and Stoll, Glickman & Bellina, LLP do hereby agree to dismissal of all claims and to release and discharge all defendants including RAYMOND KELLY, WILLIAM AUBRY, JOHN SPRAGUE,

ARMANDO DELEON, KEVIN MALONEY, DAVID GLASSBERG, DAVIE RODRIGUEZ, MARCO BALBONI, EMILIO APONTE, PATRICIA POWERS, PABLO DEJESUS, KENNY RIVERA, ROBERT BOYCE, MATTHEW REICH, IVELISSE RODRIGUEZ, PHILLIP ATKINS, PETER AUERBACH and THE CITY OF NEW YORK; their successors or assigns; and all past and present officials, employees, representatives and agents of the New York City Police Department and the City of New York, from any and all past and present claims of attorneys fees, expenses and costs which were or could have been claimed arising out of the events alleged in the complaint in this action.

4. In consideration of the payments specified in paragraphs "2" through "3", Plaintiff Troy Shorter and his attorneys, Stoll, Glickman & Bellina, LLP, hereby agree to waive any claim of post-judgment interest.

5. Plaintiff shall execute and deliver to the defendants' attorney all documents necessary to effect this settlement, including, without limitation, General Releases based on the terms of paragraphs "2" through "4" above and an Affidavit of No Liens.

6. Nothing contained herein shall be deemed to be an admission by any of the defendants that they have in any manner or way violated plaintiff's rights, or the rights of any other person or entity, as defined in the constitutions, statutes, ordinances, rules or regulations of the United States, the State of New York, or the City of New York or any other rules, regulations or bylaws of any department or subdivision of the City of New York. This stipulation shall not be admissible in, nor is it related to, any other litigation or settlement negotiations.

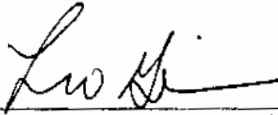
7. Nothing contained herein shall be deemed to constitute a policy or practice of the City of New York or the New York City Police Department.

8. This Stipulation and Order contains all the terms and conditions agreed upon by the parties hereto, and no oral agreement entered into at any time nor any written agreement entered into prior to the execution of this Stipulation and Order regarding the subject matter of the instant proceeding shall be deemed to exist, or to bind the parties hereto, or to vary the terms and conditions contained herein.

Dated: New York, New York
July 30, 2008

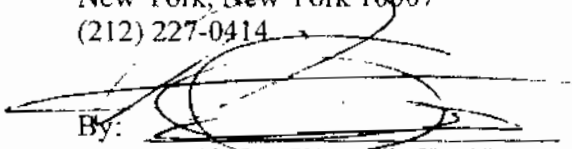
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By:



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(212) 227-0414

By:


KARL J. ASHANTI (KA4547)
Assistant Corporation Counsel

SO ORDERED:


U.S.D.J.

Part I
8/12/08